Government of Kerala
1973

Reg. No. K. 107.

KERALA GAZETTE

SUPPLEMENTS

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ALLOWANCES — CENTRAL GOVERNMENT EMPLOYEES ON DEPUTATION TO STATE GOVERNMENT SERVICE—PAYMENT OF HOUSE RENT ALLOWANCE AND COMPENSATORY (CITY) ALLOWANCE AT CENTRAL GOVERNMENT RATES— ORDERS—ISSUED.

FINANCE (PRU) DEPARTMENT

G. O. (P.) 24/73/Fin. **Dated, Trivandrum, 15th January 1973.**

Read:—OM. No. F. 2 (3)—EII (B)/72 dated 18-9-1972 of the Government of India, Ministry of Finance.

ORDER

In the O. M. read above, Government of India have issued a revised list of 'A', 'B1', 'B2' and 'C' Class cities in India with effect from 1-8-1972 for the purpose of payment of House Rent Allowance & Compensatory (City) Allowance. The relevant extract of the O. M. of the Ministry of Finance pertaining to the Kerala State is given as Annexure I. The rates of House Rent Allowance and Compensatory (City) Allowance now admissible to the Central Government Officers stationed in cities in Kerala (Viz. B2 & C Class Cities) are given in Annexure II.

2. Government are pleased to order that House Rent Allowance and Compensatory (City) Allowance at the rates mentioned in the Annexure II will be given to those Central Government employees on deputation to the State Government service with effect from 1-8-1972 till the date upto which they have now been sanctioned the benefit of Central Government rates provided they are working State Government Offices situated within the limits of B2 or C Class cities as the case may be and that the payment of local allowanees like House Rent Allowance at Central Government rates have been sanctioned in each case as a condition of deputation. The payment of House Rent Allowance and Compensatory (City) Allowance is

also subject to the conditions specified in the Government of India, Ministry of Finance OM No. F. 2 (37) EII (B) / 64 dated 27-11-1965 as amended from time to time.

By order of the Governor,
K. RAMAN NAIR,
Joint Secretary.

To

The Accountant General, Kerala.
All Heads of Departments and Offices.
All Departments and Sections of the Secretariat.
The Registrar, High Court, Ernakulam (with C. L.)
The Registrar, University of Kerala/Calicut/Cochin ,,
The Secretary, Kerala Public Service Commission ,,
The Secretaries, Additional Secretaries, Joint Secretaries, Deputy Secretaries and Under Secretaries to Government.
The Secretary to the Governor.
The Private Secretary to the Chief Minister and other Ministers.
The Director of Public Relations.
The Stenographer to Chief Secretary.

Annexure I

REVISED CLASSIFICATION OF CITIES IN KERALA

(with effect from 1-8-1972)

Name of the State	Class of Cities	
	'B-2'	'C'
Kerala	Cochin, Trivandrum.	Alleppey, Badagara, Calicut (Kozhikode) Cannanore, Kayamkulam, Kottayam, Palghat, Tellicherry, Trichur, and Quilon.

Annexure II

RATES OF ALLOWANCES
(with effect from 1-8-1972)

A. Compensatory (City) allowance:

Class of City	Pay per month of the Central Government employee.	Rate of Allowance per mensem
'B2'	Below Rs. 620	5% of pay subject to minimum of Rs. 5 and maximum of Rs. 10
	Rs. 620 and above	Amount by which pay falls short of Rs. 620
'C'	Nil.	Nil.

B. House Rent Allowance:

Class of City	Pay per month of the Central Government employee.	Rate of Allowance per mensem.
'B2'	Below Rs. 100	Rs. 10
	Rs. 100 and above	10 % of the pay subject to a minimum of Rs. 15 and maximum of Rs. 300
'C'	Below Rs. 620	7½% of pay subject to a minimum of Rs. 7—50 paise
	Rs. 620 and above	Amount by which pay falls short of Rs. 665

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PART I

GOVERNMENT OF KERALA

Labour (A) Department

NOTIFICATION

G. O. Rt. No. 1376/72/LBR. *Dated, Trivandrum, 14th December 1972.*

The award of the Labour Court, Quilon in respect of the dispute between the President, Karikode Gramodharana Sahakarana Sanghom Ltd., No. 2779, Karikode and their workmen represented by Quilon District Co-operative Society Staff Association, Kilikollur, Quilon received by Government on 7-12-1972 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,

U. MAHABALA RAO,

Secretary to Government.

IN THE LABOUR COURT, (KERALA STATE) QUILON

Dated this the 30th day of November, 1972.

Present:

SRI A. T. KUNHIKORA, B.A., B.L.,

Presiding Officer

In

INDUSTRIAL DISPUTE No. 101/68

Between

THE PRESIDENT,

Karikode Gramodharana Sahakarana Sanghom Ltd., No. 2779, Karikode.

And

THE WORKMEN

of the above concern represented by Quilon District Co-operative Societies Staff Association, Kilikollur, Quilon.

AWARD

This is an Industrial Dispute between the President, Karikode Gramodharana Sahakarana Sanghom Ltd., No. 2779, Karicode and the

workmen of the above concern represented by Quilon District Co-operative Societies Staff Association, Killkollur, Quilon referred to this Court for adjudication under Section 10 (1) (c) of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) by the Government of Kerala, in their Order, Labour & Social Welfare (H) Department, G. O. Rt. No. 566/68/LSWD, Trivandrum, dated 26-9-1968. The issues referred for adjudication are: (1) Increase in wages to employees, (2) Bonus for the years 1966-67 and 1967-68 and (3) Non-employment of the following workmen namely Sarvasri James, Ravindran Pillai, Gopinathan Pillai, Aboobacker, and Benedict from 18-5-1968 onwards.

2. In pursuance of notice issued, the parties entered appearance and put in their respective statements.

3. The case of the Association stated briefly is as follows: The existing wage rates and other service conditions of the staff members of the above mentioned Gramodharana Sahakarana Sanghom is extremely low and is totally inadequate to meet the basic needs of the staff members. The staff association has demanded reasonable revision of the wage scales by their Memorandum of Demands dated 14-8-1967 and 27-11-1967. The demands related to increase of wage rates and payment of legitimate bonus for the year 1966-67 etc. The management did not take any action in this matter. The management got angry with this and the management denied employment to Servashree James, Raveendran Pillai, Gopinathan Pillai, Aboobacker and Benedict who were employees in this concern. Charges were levelled against these employees and no enquiry was conducted against these employees. The demands of the staff association is that the pay scales of the members of the staff should be enhanced by 25 per cent, over the existing rate and payment of daily batta of Rs. 3, introduction of the system of annual increment in the pay scales not less than Rs. 7 per year and payment of bonus for the year 1967-68 at the rate of 8.1/3 per cent of the annual earnings to each of the staff. It is also requested that the management may be directed to reinstate the five staff members with back wages.

4. The case of the management stated briefly is as follows: The five members of the staff mentioned above mis-appropriated Rs. 12,000 from the Society. When they were asked about the same, they admitted the same and undertook to repay the amount in instalments. Subsequently, they paid Rs. 1,000. The balance amount is due to the stores from them. For the mis-appropriation, an arbitration case is pending before the Registrar of Co-operative Societies against them. Because of the mis-appropriation of a huge amount the society could not function. The above mentioned members of the staff did not also turn up for work as they had not repaid the money. It is stated that the society can restart functioning when the mis-appropriated amount is paid by the members of the staff. According to the management, the staff association is not entitled for any relief claimed. The case of the management is that the definite understanding was that the society will start functioning

only after the mis-appropriated amount was paid by the staff member, and the staff members undertook to repay the amount but they did not repay the amount.

5. The case was subsequently posted for evidence, but the management did not appear before Court. The management was therefore declared exparte and the case was posted for the evidence of the association. But the association did not care to adduce any evidence. Under the circumstances, it appears that the association is not interested in the matter. Subsequently, the association also did not appear before Court. Under the circumstances, this industrial dispute abates. An award is passed accordingly.

This award will come into force on the expiry of 30 days after its publication in the Government Gazette.

A. T. KUNHIKORA,
Presiding Officer.

Kerala Gazette No. 5 dated 30th January 1973.

PART I

GOVERNMENT OF KERALA

Labour (A) Department

NOTIFICATION

G. O. Rt. No. 1384/72/LBR. *Dated, Trivandrum, 14th December 1972.*

The award of the Labour Court, Quilon in respect of the dispute between the President, Chirakkara M. P. C. S. Ltd., No. 1894, Kalluvathukkal, Quilon and the workmen of the establishment represented by the Secretary, Kerala Co-operative Employees' Association, Near Zenith Theatre, Quilon received by Government on 12-12-1972 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,
U. MAHABALA RAO,
Secretary

In the Labour Court, (Kerala State) Quilon.
Dated this the 2nd day of December, 1972

Present

SHRI A. T. KUNHIKORA, B A., B L.,
Presiding Officer.

In

INDUSTRIAL DISPUTE No. 15/72

Between

THE PRESIDENT, CHIRAKKARA M. P. C. S. LTD., No. 1894, KALLUVATHUKKAL, QUILON

And

THE WORKMEN

OF THE ESTABLISHMENT REPRESENTED BY THE SECRETARY, KERALA CO-OPERATIVE EMPLOYEES' ASSOCIATION, NEAR ZENITH THEATRE, QUILON.

AWARD

This is an Industrial Dispute, between the President, Chirakkara M. P. C. S. Ltd. No. 1894, Kalluvathukkal, Quilon and the workmen of the above establishment represented by the Secretary, Kerala Co-operative Employees' Association, Near Zenith Theatre, Quilon over the introduction of time scale for the employees in the Chirakkara M. P. C. S. Ltd. No. 1894, Kalluvathukkal referred to this Court for adjudication under Section 10 (1)(c) of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) by the Government of Kerala, in their Order, Labour (A) Department, G. O. Rt. No. 127/72/Labour, Trivandrum, dated 29-1-1972.

2. In pursuance of notice issued, the parties entered appearance but they did not file any claim statement and on the other hand, they filed a statement settling the matter out of Court between the parties. In the memorandum of settlement filed by the parties, it is stated that the wage revision of the employees as agreed to by the parties, is that the Secretary will be on a grade of Rs. 90-7-160+D. A. Rs. 35, Clerk will be on a grade of Rs. 60-5-110+Rs. 10 as D. A. and Salesman on a fixed pay of Rs. 60+Rs. 15 as D. A. per mensem. It was also agreed by the parties that the Provident Fund Scheme will be introduced in this concern to all employees with effect from 1-7-1971, and the leave facilities as claimed by the association is also accepted by the management. As the dispute has been settled out of Court between the parties as stated above, there is no industrial dispute now for adjudication before this Court. An award is passed accordingly.

This award will come into force on the expiry of 30 days after its publication in the Government Gazette.

A. T. Kunhikora,
Presiding Officer.

Kerala Gazette No. 5 dated 30th January 1973.
PART I

GOVERNMENT OF KERALA

Labour (A) Department

NOTIFICATION

G.O.Rt. No. 1405/72/LBR. *Dated, Trivandrum, 18th December* 1972.

The award of the Labour Court, Quilon in respect of the dispute between the President, Cochin Refineries Employees' Consumer Co-operative Society Ltd., No. E. 226, Ambalamugal and their workmen Shri K. R. Joseph, Kattoor House, Kottuvally, Kaitharam P. O., N. Parur received by Government on 7-12-1972 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,
U. Mahabala Rao,
Secretary,

In the Labour Court (Kerala State), Quilon

Dated this the 29th day of November, 1972

Present:

Shri A. T. KUNHIKORA, B. A., B. L.,

Presiding Officer

In

INDUSTRIAL DISPUTE No. 17/72.

Between

THE PRESIDENT,

Cochin Refineries Employees' Consumer Co-operative Society Ltd. No. E. 226, Ambalamugal, Ernakulam.

And

THE WORKMEN

OF THE ESTABLISHMENT SHRI K. R. JOSEPH,
KATTOOR HOUSE, KOTTTUVALLY, KAITHARAM P. O., N. PARUR.

Representation:

M/s Menon &Pai, Advocates, Ernakulam.	}	For the Management.

AWARD

This is an Industrial Dispute between the President, Cochin Refineries Employees' Consumer Co-operative Society Ltd. No. E. 226, Ambalamughal, Ernakulam and the workman of the above establishment Shri K. R. Joseph, Kattoor House, Kottuvally, Kaitharam P. O., N. Parur over the termination of services of Shri K. R. Joseph referred to this Court for adjudication under Section 10 (1) (c) of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) by the Government of Kerala, in their Order, Labour (A) Department, G. O. Rt. No. 142/72/Labour, Trivandrum, Dated 5-2-1972.

2. In pursuance of notice issued, the parties entered appearance before Court. Even though several adjournments were granted, the worker did not file any claim statement. Subsequently, the worker failed to appear before Court without showing any reason. He has also not filed any claim statement. Under the circumstances, it is presumed that the worker is not interested in the matter. At any rate, the worker has not even filed the claim statement so that this court is not in a position as to know what is the real case of the worker. No evidence is also let in by the worker. As such, there is no other go but to hold that it has not been proved that the worker Shri K. R. Joseph is entitled to any relief. An award is passed accordingly.

This award will come into force on the expiry of 30 days after its publication in the Government Gazette.

A. T. KUNHIKORA,
Presiding Officer.

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PART I

GOVERNMENT OF KERALA

Labour (A) Department

NOTIFICATION

G. O. Rt. No. 1377/72/LBR. *Dated, Trivandrum, 14th December* 1972.

The award of the Labour Court, Quilon in respect of the dispute between the Partner, Western India Cashew Company, Kochupilamood, Quilon and their workmen represented by the Secretary, Kerala Kasuandi Thozhilali Kendra Council, Quilon received by Government on 7-12-1972 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV) of 1947).

By order of the Governor,

U. MAHABALA RAO,

Secretary.

In the Labour Court (Kerala State) Quilon

Dated this the 30th day of November, 1972

Present :

SHRI A. T. KUNHIKORA, B. A., B. L.,

Presiding Officer

In

INDUSTRIAL DISPUTE No. 43/72

Between

THE PARTNER

WESTERN INDIA CASHEW COMPANY, KOCHUPILAMOOD, QUILON

And

THE WORKMEN

OF THE ABOVE COMPANY REPRESENTED BY EHE SECRETARY, KERALA KASUANDI THOZHILALI KENDRA COUNCIL, QUILON

Representation:

Shri B. S. Krishnan,
Advocate,
Ernakulam } For *the Management*

GA. 124/S.

AWARD

This is an Industrial Dispute between the Partner, Western India Cashew Company, Kochupilamood, Quilon and the workmen of the above company represented by the Secretary, Kerala Kasuandi Thozhilali Kendra Council, Quilon over refusal of employment to Smt. Rajamma, Shelling Card No. 1838, an employee in Western Cashew Company, Puthentheruvu, Karunagappally referred to this Court for adjudication under Section 10(1) (c) of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) by the Government of Kerala, in their Order, Labour (A) Department, G. O. Rt. No. 464/72/Labour, Trivandrum, dated 6-4-1972.

2. In pursuance of notice issued, the parties appeared before Court but the union did not file any claim statement. Subsequently, the union failed to appear before Court. Under the circumstances, it is persumed that the union is not interested in the matter. At any rate, the union has not even filed any claim statement and as such, this Court is not even in a position to know as to what is the real case of the union. Under the circumstances this industrial dispute abates. An award is passed accordingly.

This award will come into force on the expiry of 30 days after its publication in the Government Gazette.

A. T. Kunhikora,
Presiding Officer.

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PART I

GOVERNMENT OF KERALA

Labour (A) Department

NOTIFICATION

G. O. Rt. No. 1378/72/LBR. *Dated, Trivandrum, 14th December* 1972.

The award of the Labour Court, Quilon in respect of the dispute between the Manager, Sree Hanuman Coir Balers, Alleppey and their workmen represented by the General Secretary, The Kerala Commercial and Factories Staff Association, Alleppey received by Government on 7-12-1972 is hereby published under Section 17 of the Industrial Disputes Act, 1947 **(Central Act XIV of 1947).**

By order of the Governor,
U. Mahabala Rao,
Secretary.

In the Labour Court, (Kerala State) Quilon.

(Dated this the 30th day of November, 1972.)

Present :

Shri A. T. KUNHIKORA, B.A. B.L.,
Presiding Officer

In

INDUSTRIAL DISPUTE No. 97/72.

Between

THE MANAGER

Sree Hanuman Coir Balers, Alleppey.

And

THE WORKMEN

of the above establishment represented by the General Secretary, the Kerala Commercial and Factories Staff Association, Alleppey.

Representations :—

Sri P. Narayanan Nair, Advocate, Alleppey. } For *the Management*.

GA. 125/S

AWARD

This is an Industrial Dispute between the Manager, Sree Hanuman Coir Balers, Alleppey and the workmen of the above establishment represented by the General Secretary, the Kerala Commercial and Factories Staff Association, Alleppey over the retrenchment of Sri M. Manual, watcher, Sree Hanuman Coir Balers referred to this Court for adjudication under Section 10 (1) (c) of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) by the Government of Kerala, in their Order, Labour (A) Department, G. O. Rt. No. 1127/72/LBR, Trivandrum, Dated 19-10-1972.

2. In pursuance of notice issued, the parties appeared before Court, but the association did not file any claim statement. On the other hand, the parties submitted in writing that the matter has been settled out of Court between the parties and hence the industrial dispute is not pressed. As the matter has been settled out of court between the parties, there is no industrial dispute now for adjudication before this Court. An award is passed accordingly.

This award will come into force on the expiry of 30 days after its publication in the Government Gazette.

A. T. KUNHIKORA,
Presiding Officer.

Kerala Gazette No. 5 dated 30th January 1973.
PART I

GOVERNMENT OF KERALA

Labour (A) Department

NOTIFICATION

G. O. Rt. No. 1418/72/LBR. *Dated, Trivandrum, 19th December 1972.*

The award of the Industrial Tribunal, Calicut in respect of the dispute between the Management of Madras Cafe, Banerji Road, Ernakulam and their workmen represented by the Secretary, Ernakulam Hotel Thozhilali Union, Cannon Shed Road, Cochin-11 received by Government on 11-12-1972 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,
U. MAHABALA RAO,
Secretary.

Before the Court of the Industrial Tribunal, Calicut.

(Monday, the 11th day of December, Nineteen hundred and seventy two.)

Present :

SHRI R. K. VENU NAYAR, B. A., B. L.,
Industrial Tribunal, Calicut.

INDUSTRIAL DISPUTE No. 43/71

Between

THE MANAGEMENT

OF MADRAS CAFE, BANERJI ROAD, ERNAKULAM

And

THE SECRETARY,

ERNAKULAM HOTEL THOZHILALI UNION, CANNON SHED ROAD, COCHIN-11

Representation :

Sri P. C. Parameswaran, Advocate, Ernakulam. } For *Management*

Sri K. Janardanan, Advocate, Ernakulam. } For *Union*

G. A. 10/S.

AWARD

The Government of Kerala by Order No. G. O. Rt. No. 1366/71/LSWD dated 2-7-1971 referred the following industrial dispute existing between the above parties for adjudication. The issues referred are the following:—

1. Revision of wages and D. A.
2. Arrear Wages.
3. Payment of Food Allowance on leave and off days; and
4. Bonus for 1970-1971.

2. Notice was sent to the parties to the dispute and they appeared and filed statements, counter statement and rejoinder. Thereafter they filed their documents also.

3. On 7-12-1972 the parties to the dispute filed a settlement shown in the Annexure. It is stated that the issues referred stand settled as per this settlement. The terms of the settlement are accepted and an award in terms of the settlement is hereby passed. Ordered accordingly.

Calicut,
11-12-1972.

R. K. VENU NAYAR,
Industrial Tribunal, Calicut.

ANNEXURE

Before the Industrial Tribunal, Calicut.

I. D. No. 43 OF 1971

Between:

Management, Madras Cafe, Ernakulam.

Vs.

Ernakulam Hotel Thozhilali Union, Ernakulam.

Petition filed by P. C. Parameswaran, Advocate for the Management, Madras Cafe, Ernakulam and K. Janardhanan, Advocate for the Hotel Thozhilali Union, Ernakulam under Order 23, Rule 3 of the Code of Civil Procedure.

The subject matter involved in the dispute between the parties to the above case has been settled out of court between the parties on 8-11-1972 in the presence of the Deputy Labour Officer, Alwaye.

The Terms of Settlement are:

1. The basic wages of the workers will be fixed as follows with effect from 1-11-1972.

		Rs.
1.	C. A. Vasu, Cleaner	42·50
2.	K. K. Kuttappan, Supplier	47·50
3.	K. Govindan Nair, Store Keeper	47·50

		Rs.
4.	Radhakrishnan, Supplier	47·50
5.	Anandan, Cook	66·00
6.	Aniyan, Cleaner	42·50
7.	John, Supplier	47·50
8.	Raman Nair, Supplier	45·00
9.	Kumaran, Supplier	40·00
10.	Janardhanan, Supplier	40·00
11.	Balakrishna Kurup, Cook	70·00
12.	Parameswaran Nair, G.	47·50
13.	Achuthan, Tea Maker	32·50
14.	Purushothaman Nair, Cleaner	35·00

2. They will also be paid D. A. in accordance with the notification issued under the Minimum Wages Act in respect of employment in shops and Commercial Establishments.

3. Towards arrears of wages D. A. and bonus, etc., the workers will be paid the amount as shown below:

		Rs.
1.	C. A. Vasu	920
2.	M. K. Kuttappan	920
3.	K. Govindan Nair	920
4.	Radhakrishnan	920
5.	Anandan	920
6.	Aniyan	920
7.	John	920
8.	Raman Nair	920
9.	Kumaran	920
10.	Janardhanan	920
11.	Balakrishna Kurup	620
12.	Parameswaran Nair	920
13.	Achuthan Nair	920
14.	Purushothaman	920

4. This amount will be paid on or before 31-12-1972.

5. All the other existing benefits and amenities will continue.

It is therefore humbly prayed that this Hon'ble Court be pleased to pass an award in the above case in accordance with the terms of settlement stated above.

Dated this the 7th day of December, 1972.

(Sd.)
P. C. Parameswaran,
Advocate for the Management
Madras Cafe.

(Sd.)
K. Janardhanan,
Advocate for the Ernakulam
Hotel Thozhilali Union.

(Sd.)
Industrial Tribunal, Calicut.

Kerala Gazette No. 5 dated 30th January 1973.

PART I

GOVERNMENT OF KERALA

Labour (A) Department

NOTIFICATION

G. O. Rt. No. 1398/72/LBR. *Dated, Trivandrum, 15th December, 1972*

The award of the Industrial Tribunal, Calicut in respect of the dispute between the Manager, Premier Auto Transports, Calicut-11 and their workmen represented by the President, Automobiles Employees Association, Kaliyan Buildings, East Nadakavu, Wynad Road, Calicut-6 received by Government on 7-12-1972 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,

U. MAHABALA RAO,

Secretary to Government.

BEFORE THE COURT OF THE INDUSTRIAL TRIBUNAL, KOZHIKODE

(Monday, the 4th day of December, Nineteen hundred and Seventy-two)

Present:

SRI R. K. VENU NAYAR, B. A., B. L.

Industrial Tribunal, Calicut.

INDUSTRIAL DISPUTE No. 44/71

Between

THE MANAGER

Premier Auto Transports, Calicut-11

And

THE PRESIDENT

Automobiles Employees Association, Kaliyan Buildings, East Nadakavu, Wynad Road, Calicut-6.

Representation:

Sri P. M. Muhammed Ali, Advocate, Calicut — For *Management.*

Sri K. Kuttikrishna Menon & Sri N. Radhakrishnan, Advocates, Calicut — For *Union.*

AWARD

The Government of Kerala by Order No. G. O. Rt. 1433/71/LSWD dated 12-7-1971 referred the following industrial dispute existing between the above parties for adjudication. The issues referred are the following:

1. Confirmation of workmen,

2. Halting bata, night bata and washing allowance,

3. Medical benefits, and

4. Denial of employment to Sri K. Prabhakaran, Cleaner.

2. The parties to the dispute filed statement, counter statement and rejoinder. Thereafter they also filed their list of witnesses and their documents. The case was then posted for evidence.

3. After a few adjournments it was reported that there was a talk of settlement. On 1-12-1972 the parties filed a statement saying that the issues referred are settled out of court. In view of the statement, I find that there is no existing dispute between the parties on the issues referred.

Calicut,
4-12-1972.

R. K. VENU NAYAR,
Industrial Tribunal, Calicut.

PART I

GOVERNMENT OF KERALA

Labour (A) Department

NOTIFICATION

G. O. Rt. No. 1397/72/LBR. *Dated, Trivandrum, 15th December 1972.*

The award of the Industrial Tribunal, Calicut in respect of the dispute between the Management of Kerala Tilery, Feroke and their workmen represented by the General Secretary, Tile Workers' Union, Feroke, Cheruvannur P.O., received by Government on 4-12-1972 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,

U. MAHABALA RAO,

Secretary to Government.

BEFORE THE COURT OF THE INDUSTRIAL TRIBUNAL, CALICUT

(Wednesday, the 29th day of November, Nineteen hundred and Seventy-two)

Present:

SRI R. K. VENU NAYAR, B. A. B. L.,

Industrial Tribunal, Calicut.

INDUSTRIAL DISPUTE No. 13/72.

Between

THE MANAGEMENT

of Kerala Tilery, Feroke

And

THE GENERAL SECRETARY,

Tile Workers' Union, Feroke, Cheruvannur P.O.

Representation:

Sri M. Raju, Advocate, Calicut — For *Management.*

Sri K. Bhaskaran Nair, Advocate, Calicut — For *Union.*

G. A. 3/MC.

AWARD

This is an industrial dispute referred to this Tribunal by Government of Kerala as per Order No. G. O. Rt. 405/72/Labour dated 28-3-1972. The issue referred is the following:

Confirmation of the following 35 temporary workers:—

Clay Section:

1. M. Velayudhan Nair.
2. Paingayil Dasan.
3. Poonjar Veetil Velayudhan.
4. Thondyil Mohammed.
5. Kaladan Choyikutty.
6. Pattayickal Kunnumparath Ayyappan.
7. Kuttikattil Unniperachan.
8. Kuduckll Kunhalavi.
9. Mannadu Kohammed Kutty.
10. Kuttikkattil Raghavan.
11. Puliankode Rajan.
12. Mepparampath Krishnan.
13. Chemprath Beechutty.
14. Palackaparambil Balakrishnan.
15. Pattayil Arumugham.

Press Section:

16. Malathu Mohammed Ali.
17. Padanthayil Velayudhan.
18. Cherattu Karappan.
19. Kulipadath Kunjathan.
20. Kommangattil Subramanian.
21. Melai Kunnath Krishnan.
22. Padukadu Haridasan.
23. Velathu Kunjappan.
24. Puthia Veetil Sankaran.
25. Kottayil Chandu.

Kiln Section:

26. Pattayickal Ayyappan.
27. Muthala Veettil Narayanan.
28. Kaliparambil Velayudhan.
29. M. M. Rajan.

Loading Section:

30. Puthuvai Sathyan.
31. Chittarickal Gopalan.
32. Kaliparambil Kuttiappu.

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Miscellaneous Section:

33. Poothadathil Vasu.
34. Kaladan Dasan and
35. Kuttikattil Balan.

2. Both parties appeared before this court on receipt of notice and filed statements and counter statements and documents. One witness was examined on behalf of the union. Thereafter some adjournments were taken by the parties saying that there was a chance of settlement. On 10-11-1972 they filed a joint statement saying that the matter is settled on the basis of the settlement shown in the Annexure. The settlement is accepted and an award in terms of the settlement is hereby passed.

Calicut, R. K. VENU NAYAR,

29-11-1972. *Industrial Tribunal, Calicut.*

Annexure

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, CALICUT

I. D. No. 13/72

Between

THE MANAGEMENT

of the Kerala Tilery, Feroke

And

THE WORKERS

of the above concern represented by the General Secretary, Tile Workers' Union, Feroke.

In the matter of the Industrial Dispute between the Management of Kerala Tilery, Feroke and Workers of the above concern represented by the General Secretary, Tile Workers' Union, Feroke, P.O. Cheruvannur.

Joint memorandum of settlement filed by the parties to the dispute.

The issue referred for adjudication before this Hon'ble Court is the confirmation of 35 temporary workers.

The above parties to the dispute have settled the same on the following terms and it is prayed that this Hon'ble Tribunal may be pleased to accept the same and pass an award in terms of the settlement.

1. The management agrees to treat the 15 workers mentioned below as permanent workers and enter their names in the Muster Roll from 1-1-1973 and the union accepts the same.

   1. M. Velayudhan Nair.
   2. Palngayil Dasan.
   3. Poonarveetil Velayudhan.
   4. Thondiyil Mohammed.

5. Kaladan Choyikutty.
6. Pattayikkal Kunnumpurath Ayyappan.
7. Melath Mohammedali.
8. Cherattu Karappan.
9. Kulipadath Kunhathan.
10. Kommandattil Subramanian.
11. Pattayikkal Ayyappan.
12. Muthalaveettil Narayanan.
13. Puthuvayil Sathyan.
14. Chittarikkal Gopalan.
15. Kaliparambil Kuttiappu.

2. The management further agrees to give employment to the following workers if any vacancy whatsoever arises in the company in various sections and the union accepts the same.

1. Kuttikkattil Unniperachan.
2. Kudukkil Kunhalavi.
3. Mannat Muhammedkutty.
4. Kuttikkattil Raghavan.
5. Puliakkot Rajan.
6. Mepparambath Krishnan.
7. Chembrath Bichutty.
8. Palakkaparambil Balakrishnan.
9. Pattayil Arumughan.
10. Padannayil Velayudhan.
11. Malakunnath Krishnan.
12. Pudukkad Haridasan.
13. Valath Kunhappu.
14. Kottayi Chandu.
15. Kaliparambil Velayudhan.
16. M. M. Rajan.
17. Poonadath Vasu.
18. Kaladan Dasan.
19. Kallithodi Balan.

3. This memorandum of settlement will be in force for the five years commencing from 1-1-1973 as regards the claim for permanency of temporary workers.

Dated this day of November, 1972.

For. Kerala Tilery, Feroke.
(Sd.)
Partner,

For Kerala Tilery.
(Sd.)
The General Secretary,
Tile Workers' Union, Feroke.

GOVERNMENT OF KERALA

Taxes (A) Department

NOTIFICATION

No. G. O. Rt. 6/73/TD. *Dated, Trivandrum, 2nd January* 1973.

S. R. O. No. 63/73.—In exercise of the powers conferred by Section 10 11. 12, 14, 17, 18, 24 and 29 of the Abkari Act, I of 1077, the Government of Kerala hereby make the following amendments to the Cochin Brewery Rules, 1967 issued under G.O. (P) 713/66/RD dated the 27th December, 1966 and published in the Kerala Gazette, Extraordinary No. 103 dated the 29th December, 1966, namely:—

AMENDMENTS

In the said Rules.—

1. In part I,

(1) in the short title, the word "Cochin" shall be omitted;

(2) in rule 15, for the word "Commissioner" the words "Assistant Excise Commissioner" shall be substituted;

(3) in rule 16, for the word "Commissioner" the words "Assistant Excise Commissioner" shall be substituted;

(4) in rule 17,—

(a) in the second sentence, for the words "Commissioner's Office" the words "Assistant Excise Commissioner's Office" shall be substituted;

(b) in the third sentence, for the word "Commissioner" the words "Assistant Excise Commissioner" shall be substituted;

(c) in the last sentence, for the word "Commissioner" the words "Assistant Excise Commissioner" shall be substituted;

(5) in rule 20,—

(a) for the third sentence beginning with the words, "The Assistant Excise Commissioner", and ending with the words, "of the advice" the following sentence shall be substituted, namely:—

"The Surveying Officer shall intimate the Assistant Excise Commissioner the date of delivery of the advice";

(b) in the fifth sentence, for the figure and symbol "6%" the figure and word "9 per cent" shall be substituted.

(6) after rule 21, the following rule shall be inserted, namely:—

"22. *Establishment charges etc. to be met by the Brewer.*—The Brewer shall bear the establishment charges of the Excise Staff appointed to supervise

the Brewery. Such charges shall be at such rates as may be fixed by the Commissioner from time to time and shall be paid by the Brewer into a Government Treasury in the first week of each month in advance. If the Brewer defaults payment, it shall be competent for the Assistant Excise Commissioner to adjust an equal amount from the security furnished by the Brewer. The Brewer shall also pay contingent charges for running the office of the Officer-in-charge including furniture, stores, stationery and printed forms and registers prescribed under these rules. He shall also provide suitable quarters to the Surveying Officer and to the subordinate staff, to the satisfaction of the Commissioner and recover rent at the rate of 10 per cent of the pay from the members of such supervising staff. If it is not possible for the Brewer to provide quarters, the Brewer shall take out on rent suitable buildings conveniently situated to the satisfaction of the Commissioner and allow the members of the supervising staff to use them without any kind of hindrance or interference and may realise ten per cent of their pay as rent irrespective of the amount paid by him as rent";

(7) in rule 30, the following shall be added at the end, namely:—

"A bottling licence in form B-1 (A) shall be issued to the licensee on payment of a licence fee of Rs. 200 per annum".

(8) in rule 32,

(a) in sub-rule (3) for the words "Commissioner's Office" the words "Assistant Excise Commissioner's Office" shall be substituted;

(b) in sub-rule (4), for the word "Commissioner" the words "Assistant Excise Commissioner" shall be substituted.

(9) in rule 37,

(a) for the abbreviation, words, figures and bracket "Rs. 200 (Rupees Two hundred only)" the words figures and bracket "Rs. 2000 (Rupees Two thousand only)" shall be substituted.

(b) for the words "Cochin Abkari Act" the words "Abkari Act" shall be substituted,

2. In Part II,

(1) in sub-rule (2) of rule 6, for the word "breweries", the word "brewer's" shall be substituted;

(2) in rule 21, for the words and figure "clause 13 supra", the words and figure "rule 12" shall be substituted;

(3) in sub-rule (1) of rule 24, for the words "Commissioner's Office" the words "Assistant Excise Commissioner's Office" shall be substituted;

(4) in the Note under rule 25, for the word "Commissioner", the words "Assistant Excise Commissioner" shall be substituted;

(5) in sub-rule (2) of rule 26, for the words "Commissioner's Office" the words "Assistant Excise Commissioner's Office" shall be substituted;

(6) in rule 32,—

(a) after item (1), the following item shall be inserted namely:—
"1A-B-1(A) Bottling licence";

(b) in item 12, for the word "Commissioner" the words "Assistant Excise Commissioner" shall be substituted;

(7) in rule 38, the last sentence shall be omitted;

(8) in rule 39,—

(a) in the first sentence, for the word "Commissioner" the words "Assistant Excise Commissioner" shall be substituted;

(b) the words "and the Commissioner" occurring in the third sentence shall be omitted;

(c) in the last sentence, for the words "Assistant Excise Commissioner" and for the word "Commissioner", the words "Surveying Officer" and "Assistant Excise Commissioner" shall respectively be substituted; and

(d) in the Note, for the word "Commissioner" wherever it occurs, the words "Assistant Excise Commissioner" shall be substituted;

(9) in rule 44, for the word "Commissioner" the words "Assistant Excise Commissioner" shall be substituted;

(10) in rules 11, 13 and 21, for the word "paragraph" wherever it occurs, the word "rule" shall be substituted;

(11) (a) in the forms B1 and B15 under chapter III, for the words "Cochin Abkari Act" the words "Abkari Act" shall be substituted;

(b) in form B1,

(1) in condition 9, for the figure "6", the figure "9" shall be substituted;

(2) for condition 12, the following condition shall be substituted, namely:—

"12. In the event of any breach of the rules or conditions of the licence either by you or by any person in your employment, it shall be competent for the Commissioner to impose a fine not exceeding Rs. 2,000 (Rupees Two thousand only) for each such breach or to suspend or cancel the licence or both";

(c) in form B15, in the second para, for the abbreviation and figure "Rs. 50" the abbreviation and figure "Rs. 2,000" shall be substituted.

(12) in form B-9, for the words "Qrts. Pints", the words "Litres—Millilitres" shall be substituted;

(15) after form B-1, the following form shall be inserted, namely:—

Form—B-1 (A)

Licence for the bottling of Beer for the purpose of Sale

(*See* rule 30—Part I)

Under the provisions of the Abkari Act, I of 1077 and of the rules made thereunder and in consideration of the payment of a fee of Rs. 200 (Rupees Two hundred) licence is hereby granted to .... holding Brewery licence No. .... dated .... for the privilege of bottling beer manufactured in the said brewery in the place mentioned in the schedule appended hereto for the period beginning from .... day of ....19...... and ending with the 31st day of March, 19...... subject to the following conditions to be observed by the said licensee.

Conditions

1. The licensee shall be bound by the general conditions applicable to all Abkari licences so far as concern him and also by the following conditions which are special to this licence.

2. The licensee shall be bound by the Abkari Act, I of 1077, and by the rules framed thereunder from time to time, so far as they concern him.

3. Any Officer of the Excise Department of or above the rank of an Excise Inspector or any other officer specially empowered by the Commissioner in this behalf may enter in and remain upon the licensed premises so long as may be necessary for the proper execution of his duties and the licensee shall by no means cause obstruction to him in the performance of his official duties.

4. This licence authorises the licensee to carry on the business of bottling at the premises mentioned herein only.

5. Every bottle or other receptacle after filling must be corked and the cork secured either by wiring, sealing, capsuling or by an adhesive band.

6. Every bottle or other receptacle filled on the premises with Beer shall bear a label correctly and truly specifying:—

(i) the description of the Beer;

(ii) the place of bottling;

(iii) the name of the bottler;

(iv) the fact that the bottling was in the State of Kerala;

(v) the quantity and

(vi) proof contents.

7. When any operation of bottling is to be carried on by the licensee on the premises licensed hereunder, he shall give timely intimation to the Officer-in-charge of the Brewery regarding the days and hours during which such operations will be carried on.

8. Infraction of any of the conditions of this licence or any of the provisions of the Abkari Act or of the rules framed thereunder by the licensee or by any person in his employment or acting on his behalf shall entail on the licensee a fine not exceeding Rs. 2,000 (Rupees Two Thousand only) for such offence or suspension or cancellation of the licence or both, as may be decided upon by the Commissioner. The imposition of fine or suspension or cancellation of the licence shall not be held to prevent the prosecution of the licensee or any person in his employment for any specific offence which he may commit against the provisions of the Abkari Act, I of 1077, or any other law for the time being in force. If on such prosecution before a Magistrate, the licensee be convicted, it shall be lawful for the Commissioner to order the forfeiture of his licence.

SCHEDULE SHOWING THE PARTICULARS OF LICENSED PREMISES

Taluk, Village, Desom, Door No. and other particulars in full	Bonded on the				Remarks,
	North by	East by	South by	West by	
(1)	(2)	(3)	(4)	(5)	(6)

Dated this the .... day of ....19.......

(Sd.)

Excise Commissioner.

(14) for form B-15(A), the following form shall be substituted, namely:—

"FORM B-15 (A)

Hypothecation deed executed by Brewers when the breweries are managed by limited liability companies.

This instrument made the day of 11 corresponding to the day of 19 between ( )

Co., Ltd., a company registered under the Act and having its registered office at (hereinafter called

the Mortgagor which expression when the context admits shall include his successors and assigns) of the one part and the Governor of Kerala (hereinafter called "the Mortgagee") of the other part.

Whereas by a license issued under the authority of the Commissioner of Excise. Kerala State (hereinafter called the Commissioner) and bearing the date the day of 19 the Commissioner, being duly authorised under the provisions of the Abkari Act 1 of 1077, appointed the Mortgagor to manufacture beer in the taluk of and to supply the same for consumption under the Brewery Rules from the day of 19 to the last day of March subject to the conditions in the said license.

And whereas it was one of the conditions of the said licenses that the infraction of any of the conditions of the licenses by the Mortgagor or by any person in its employment might entail on the Mortgagor a fine which might extend up to Rs. 2,000 or the suspension or cancellation of the Mortgagor's licenses or both.

And whereas by an agreement executed by the Mortgagor and bearing date the day of 19 and in which the conditions of the said licence are set forth the Mortgagor for itself its successors and assigns agreed to all the terms and conditions therein written and expressed.

And whereas it has been agreed by and between the parties hereto that the several provisos agreements and stipulations hereinafter contained shall apply not only to the license hereinbefore mentioned but shall apply also to any subsequent license or licenses granted to the Mortgagor immediately upon the determination of the license hereinbefore mentioned or in renewal thereof respectively and of any further licenses to be granted to the Mortgagor for the same purposes respectively and that these presents shall stand as security for the due performance by the Mortgagor of the terms of all or any such licenses and of the several engagements entered into and to be entered into by the Mortgagor in respect thereof respectively and for the payment by the Mortgagor of all sums which may become due to Government by way of duty, rents, penalties, fines or other payments under the provisions of all or any such licenses.

Now these presents witness that in pursuance of the said agreement and in consideration of the premises the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor will pay to the Mortgagee all amounts that become due or payable under the provisions of the hereinbefore recited licenses or of any such new licenses so to granted as aforesaid and all and every sum and sums of money which shall or may from time to time or at any time during the continuance of the said licenses respectively or any of them become payable by the Mortgagor to the said Government by way of duty, rents, penalties, fines or other payments under all or any of the provisions of the said licenses respectively or any of them or otherwise in connection therewith respectively. And these presents also witness that in

further pursuance of the said agreement and in consideration of the premises the Mortgagor doth hereby grant convey and assign unto the Mortgagee all and singular the several pieces or parcels of land brewery buildings and premises particularly described in the first schedule hereunder written and also all and singular the fixed and movable machinery implements and utensils stock of beer and other things now or at any time hereinafter during the continuance of the security fixed to or placed upon or used in or about the said lands brewery buildings and premises or any of them or any part thereof respectively all of which machinery implements apparatus and utensils and stock of beer and other things now fixed to or placed upon or used in or about the said premises and which are specified in the second schedule hereunder written together with all buildings, godowns, trees, commons hedges, ditches, fences, ways, waters, water sources, liberties, privileges, easements, advantages, and appurtenances, whatsoever to the said several pieces of parcels of land, buildings, and premises or any of them in anywise appertaining or heretofore occupies or enjoyed therewith and all the estate right title interest property claim and demand whatsoever of the Mortgagor unto and upon the same premises respectively to have and to hold the said several pieces or parcels of land brewery buildings and premises hereby granted conveyed and assigned or expressed unto the Mortgagee for ever subject to the proviso for redemption hereinafter contained provided always and it is hereby agreed and declared that if the Mortgagor shall duly pay to the Mortgagee at the time or respective times when the same shall respectively become due or payable under the provisions of the hereinbefore in part recited licence or of such new licences so to be granted as hereinbefore mentioned or any of them all and every the sum and sums of money which shall or may from time to time or at any time during the continuance of the said licenses respectively become payable by the Mortgagor to the Mortgagee by way of duty, rents, penalties, fines and other payments under all or any of the provisions of the said licences or any or either of them or otherwise in connection therewith respectively then the Mortgagee shall at any time after all such payments have been made upon the request and at the cost of the Mortgagor reconvey and re-assign the said premises herein before expressed to be hereby granted conveyed and assigned unto the Mortgagor or as the Mortgagor shall direct and the Mortgagor doth hereby covenent and agree with the Mortgagee that the Mortgagor will not so long as any money shall remain on the security of these presents pull down or remove the said brewery building, fixed or removable machinery, implements, apparatus, utensils or premises or any of them or any part thereof without the permission in writing of the Mortgagee unless in case where such pulling down or removal shall be rendered necessary by any of the said premises being worn out or injured or in the case of the said beer except in the ordinary course of business of the Mortgagor as the holder of the said licenses and in such cases shall replace the said premises or articles worn out or injured or removed by others of at least equal value and it is hereby agreed and declared that any buildings, engines, machinery, implements, apparatus or utensils and any beer or other things which shall be erected or placed or used upon the said premises hereby

granted, conveyed and assigned or any of them or any part thereof respectively during the continuance of the present security either in substitution for or replacement of or in addition to any buildings engines, machinery, implements, apparatus, utensils or beer or other things now standing or being thereon shall be included in the present security and be subject to the provisions and agreements herein contained. And it is hereby agreed and declared that it shall be lawful for the Mortgagee at any time or times hereafter without any further consent on the part of the Mortgagor or any other person to sell the said premises hereinbefore expressed to be hereby granted conveyed and assigned or for the time being subject to the present security or any part or parts hereof either together or in parcels (and as to the fixed and movable machinery, implements, apparatus, utensils, beer and other premises of a like nature comprised in the present security either together with the buildings or lands to or upon which the same shall be fixed or stand or be or separately and detached therefrom) either by public auction or private contract with power upon any such sale to make any stipulations as to title or evidence of title or the removal of any property which may be sold separately or detached from the buildings and land or otherwise which the Mortgagee shall deem proper and also with power to buy in or rescind or vary any contract for sale and to re-sell without being responsible for any loss occasioned thereby and for the purposes aforesaid or any of them to execute and do all such assurance and things as he or they shall think fair and the Mortgagee shall have all the powers vested in a Mortgagee under sections 69 and 69 A of the Transfer of Property Act. Provided always and it is hereby agreed and declared that the Mortgagee shall not execute the power of sale herein before contained unless and until he shall have previously given notice in writing to the Mortgagor requiring the Mortgagor to pay off the moneys for the time being owing on the security of these presents or left a notice in writing to that effect upon some part of the said premises hereinbefore expressed to be hereby granted conveyed and assigned and default shall have been made in payment of such moneys or some part thereof for three calendar months from the time of giving or leaving such notice and every such notice as aforesaid shall be sufficient though not addressed to any person or persons by name or designation and notwithstanding that the person or any of the persons affected thereby may be unborn uncertain or under disability. Provided also and it is hereby agreed and declared that upon any sale purporting to be made in pursuance of the aforesaid power in that behalf the purchaser or purchasers shall not be bound to see or enquire whether any of the cases mentioned in the clause or provisions lastly hereinbefore contained has happened or whether any such default has been made in payment of any money intended to be hereby secured or whether any money remains on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale shall have been made or otherwise as to the propriety or regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in any such sale the same shall as far as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual accordingly and the remedy of the

Mortgagor in respect of any breach of the clause lastly hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale shall be in damages only. And it is hereby also agreed and declared that upon any such sale as aforesaid the receipt of the Commissioner for the time being or of any officer of the Government of Kerala duly authorised in this behalf for the purchase money of the premises sold shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application or being answerable for any loss or misapplication thereof. And it is hereby further agreed and declared that the Mortgagee shall by and out of the money which shall arise from any such sale as aforesaid in the first place reimburse himself or pay or discharge all the costs and expenses incurred in or about such sale or otherwise in respect of the premises and in the next place apply such moneys in or towards satisfaction of the moneys for the time being owing on the security of these presents and then pay the surplus (if any) of the said moneys which shall arise from such sale unto the mortgagor. And it is hereby agreed and declared that the aforesaid power of sale may be exercised by any person or persons who for the time being shall be entitled to receive and give a discharge for the moneys owing on the security of these presents. Provided also and it is hereby agreed and declared that the Mortgagee shall not be answerable or accountable for any involuntary losses which may happen in or about exercise or execution of the aforesaid power or the trusts thereof or of any of them. And the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor now hath power to grant convey and assign all the said premises hereinbefore expressed to be hereby granted conveyed and assigned unto the Mortgagee and further that the Mortgagor and every person having or claiming any estate right title or interest in or to the said premises or any of them will at all times (at the cost until fore-closure or sale of the Mortgagor) and afterwards of the person or persons requiring the same execute and do every such assurance and thing for the further or more perfectly assuring all or any of the said premises unto the Mortgagee as by him shall be reasonably required. It is expressly agreed and declared that without prejudice to the other modes of recovery, all sums found due to the mortgagee under or by virtue of this deed shall be recoverable from the mortgagor and its properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the mortgagee may deem fit. In witness whereof the common seal of the Mortgagor hath hereunto been affixed in the presence of .... and .... being two of the directors and of ....the Secretary thereof who have hereunto set their hands in token of their so being present the day and year first above written.

The first Schedule above referred to.......................................

The second Schedule above referred to.................................
The Common Seal of the said.......................Co., Ltd. hath hereunto been affixed in the presence of.. ......and..................
..........being two of the directors and of..................being the Secretary of the said Company who have hereunto set their respective hands in token of their presence at the affixing of the said seal in the presence of.

Directors.

Secretary.

By order of the Governor,
V VENKITANARAYANAN,
Secretary.

Kerala Gazette No. 5 dated 30th January 1973.
PART I **Section iv**

GOVERNMENT OF KERALA

Agriculture (Forest Special Department

NOTIFICATION

G. O. (Ms) No.15/73/AD. *Dated, Trivandrum, 12th January* 1973.

S. R. O. No. 64/73.—In exercise of the powers conferred by sections 39 and 40 of the Kerala Forest Act, 1961 (4 of 1962), read with sub-section (3) of section 85 thereof, the Government of Kerala hereby make the following amendment to the rules to regulate the transit of timber in the Malabar District, referred to in sub sections (2) of section 5 of the States Re-organisation Act, 1956 (Central Act 37 of 1956) published under G. O. MS. No. 2762/Agriculture dated the 26th November, 1955, as subsequently amended, namely:—

AMENDMENT

In the said rules, in sub-rule (vi) of rule 3, for the words and brackets "Elavu (salmalia Malabarica)", the words, "Macaranga Peltata" shall be substituted.

By order of the Governor,
K. K. GOPALAKRISHNAN,
Joint Secretary.

Explanatory Note

(This does not form part of the notification but is intended to indicate its general purport).

In the notification M. S. No. 260/72/AD dated 3-8-1972, Seven species of timber were exempted from the purview of T. T. Rules in respect of the Malabar area. It is now considered necessary to withdraw the exemption from the T. T. Rules in respect of Elavu (Salmalia Malabarica) which is one among the seven exempted species and to exempt Macaranga Peltata from the requirement of permit under the T. T. Rules. The notification is intended to achieve the above object.

— —

Kerala Gazette No. 5 dated 30th January 1973.

PART I

Section iv

GOVERNMENT OF KERALA

Revenue (B) Department

NOTIFICATION

No. 11550/B3/72/RD. *Dated, Trivandrum, 5th January* 1973.

S. R. O. No. 65/73.—The following notification No. 29080/B3/68/RD dated the 28th August, 1968 of this Government published in the Kerala Gazette dated the 24th September, 1968 is hereby republished for general information.

By order of the Governor,
A. K. K. NAMBIAR,
Revenue Secretary.

Revenue (B) Department

NOTIFICATION-II

No. 29080/B3/68/RD. *Dated, Trivandrum, 28th August* 1968.

Under sub section (7) of section 3 of the Kerala Land Tax Act 1961 (13 of 1961) and in supersession of Notification No. 22337/B3/61/RD dated 27th April, 1961 published in the Kerala Gazette dated 2nd May, 1961, the Government of Kerala hereby appoint the Taluk Tahsildar as the authority for performing the functions of the prescribed authority under the said Act in his Taluk.

By order of the Governor,
A. K. K. NAMBIAR,
Secretary.

GOVERNMENT OF KERALA

DEVELOPMENT (A) DEPARTMENT

NOTIFICATION

G. O. (P) No. 7/73/DD. *Dated, Trivandrum, 12th January* 1973.

S. R. O. No. 69/73.—In exercise of the powers conferred by sub-section (i) of Section (2) of the Kerala Public Services Act, 1968 (19 of 1968) read with section 3 thereof, the Government of Kerala hereby make the following amendments to the Special Rules for the Kerala Fisheries Subordinate Service published under G. O. (P) No. 225, Public (Rules) Department dated the 19th July, 1967, in Part I of the Kerala Gazette No. 30 dated 1st August, 1967, namely:—

AMENDMENT

In the said rules,—

1. In Sub-rule (a) of rule 2, for item (2) under column (2) against category 9 (a) under column (1), the following shall be substituted, namely:—

"(2) Promotion from the categories of Laboratory Assistants and Home Economist".

2. In the Annexure, for the entry relating to promotion under column (2) against category 9 (a) under column (1), the following shall be substituted, namely:—

"*For promotion*":—Must have 3 years' service as Laboratory Assistant and must possess a degree in the concerned subject.

OR

Three years' service as Home Economist and the minimum general educational qualification of the S. S. L. C. standard with a diploma in Food Technology of a recognised Polytechnic or a degree in Home Science of a recognised University.

By order of the Governor,

P. K. ABDULLA,

Secretary.

Explanatory Note

This amendment has become necessary due to the inclusion of the post of "Home Economist" also as a feeder category to the post of Research Assistants included in category 9 (a) of the Special Rules for the Kerala Fisheries Subordinate Service.

Kerala Gazette No. 5 dated 30th January 1973.

PART III

NOTIFICATION

No. Sy. B5-32487/72. *6th January* 1973.

In exercise of the powers vested in G. O. (MS) 469/66/RD. dated 1-9-1966 under section 4 of the Kerala Survey and Boundaries Act, 1961, the Board of Revenue, Kerala hereby directs the resurvey of the lands specified below in Kozhikode Taluk, Kozhikode District.

North—Wynad and Quilandy Taluks.

South—Sy. No. 1 of 144 Chamala Desam and Sy. Nos. 2, 3, and 91 to 94 of 143 Punnur Desam in Kedavur village in Kozhikode Taluk.

East— Sy. No. 1 of 150 Pudupady desam in Pudupady village and Sy. No. 2 of 144 Chamala desam in Kedavur village in Kozhikode Taluk.

West— Quilandy Taluk.

Board of Revenue (SY)
Trivandrum.

J. Lalithambika,
Additional Secretary.

476 Eg/S

Kerala Gazette No. 5 dated 30th January 1973.

PART III

നോട്ടീസ്

D4.43186/72. 1973 ജനുവരി 5.

തിരുവിതാംകൂർ കൊച്ചി ഗവൺമെൻറിൻെറ 30-10-1956 ലെ ഒരു പ്രത്യേക ഗസററു മുഖേന പ്രസിദ്ധം ചെയ്തു അധികാരപ്പെടുത്തിയിട്ടുള്ള 1956-ാ മാണ്ടിലെ കാർഷിക ജലസേചനനിയമം 7-ാം വകുപ്പു അനുസരിച്ച് പ്രസിദ്ധം ചെയ്യുന്നതെന്തെന്നാൽ താഴെ പറയുന്ന ജലസേചന പദ്ധതിയുടെ പണികം നടപ്പാക്കുന്നതിൽ ആ പദ്ധതി മുഖാന്തിരം പ്രയോജനപ്പെടുന്ന നിലമുടമസ്ഥൻമാർക്ക് എന്തെങ്കിലും ആക്ഷേപമുണ്ടെങ്കിൽ, വിവരം ഈ പരസ്യം പ്രസിദ്ധം ചെയ്ത തീയതി മുതൽ പതിനഞ്ചു ദിവസത്തിനകം തിരുവനന്തപുരം ജില്ലാ കളക്ടറർ മുമ്പാകെ രേഖാമൂലം ബോധിപ്പിക്കേണ്ടതാണ്.

പദ്ധതിയുടെ പേര്—നെടുമങ്ങാട് താലൂക്കിൽ പൂവ്വച്ചൽ പഞ്ചായത്തിൽപ്പെട്ട കുമ്മിറംതോടും അതിനോടു ചേർന്ന മററുതോടുകളും പുനരുദ്ധരിക്കുക.

പദ്ധതിയുടെ മതിപ്പ് ചിലവ്—5,30,650 രൂപ.

പദ്ധതി മുഖാന്തിരം പ്രയോജനപ്പെടുന്ന സ്ഥലത്തിൻെറ വിസ്തീർണ്ണം—530 ഏക്കർ 65.5 സെൻറ്.

ഡിസ്ട്രിക്റ്റ്—തിരുവനന്തപുരം.

താലൂക്ക്—നെടുമങ്ങാട്. വില്ലേജ്—മണ്ണൂർകര.

സർവ്വെ നമ്പർ:—41 42 47 50 52 56 58 60 69 93 98 99 100 107 110 111 113 114 116 117 121 126 127 140 141 142 153 159 162 163 164 170 171 180 181 185 186 187 192 194 195 215 217 219 221 222 229 233 234 242 245 249 250 251 257 258 262 280 281 283 284 287 289 290 302 312 313 314 320 322 323 324 326 335 337 345 346 348 354 355 356 357 358 359 361 362 363 364 365 366 369 376 402 403 408 414 417 427 428 432 433 434 436 445 446 447 448 449 451 454 455 458 463 464 466 467 468 469 473 474 518 519 522 523 529 532 533 537 542 543 544 545 562 563 565 566 567 568 570 571 583 585 586 587 611 612 640 645 646 649 650 651 654 657 658 661 675 677 679 680 681 682 688 695 699 710 701 704 705 711 712 715 717 722 729 734 735 737 738 739 742 744 746 749 759 786 788 791 795 796 799 801 804 805 808 809 810 812 813 814 815 816 817 820 825 842 852 892 921 922 936 942 959 960 964 969 970 977 1008 1080 1091 1138 1142 1144 1145 1151 1152 1154 1172 1174 1175 1176 1177 1179 1180 1181 1183 1184 1187 1188 1195 1196 1197 1198 1199 1200 1201 1205 1206 1209 1200 1220 1221 1222 1223 1225 1228 1229 1231 1233 1234 1237 1238 1239 1249 1250 1254 1255 1256 1258

G. 18/S.

1251	1261	1267	1268	1269	1271	1276	1277	1282	1286	1288
1295	1296	1297	1298	1300	1304	1309	1310	1311	1312	1319
1320	1321	1322	1325	1326	1334	1337	1339	1341	1342	1343
1345	1347	1348	1352	1355	1358	1359	1360	1363	1367	1368
1369	1373	1374	1378	1379	1381	1383	1389	1394	1395	1397
1398	1399	1401	1411	1413	1414	1415	1419	1422	1423	1429
1430	1443	1445	1446	1447	1448	1453	1458	1459	1461	1462
1464	1465	1466	1467	1493	1494	1505	1506	1515	1616	1519
1520	1521	1532	1552	1556	1580	1589	1613	1614	1612	1620
1621	1636	1637	1638.							

(ഒപ്പ്)

തിരുവനന്തപുരം. ജില്ലാ കളക്ടർ.